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No. 86-341

Supreme Court, U.S.
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**In The
Supreme Court of the United States**
October Term, 1986

FORT HALIFAX PACKING COMPANY, INC.,
Appellant,
v.

**P. DANIEL COYNE, Director, Bureau of Labor
Standards, Maine Department of Labor, et al.,**
Appellees.

On Appeal From the Maine Supreme Judicial Court

JOINT APPENDIX

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CHRONOLOGICAL LIST OF
RELEVANT DOCKET ENTRIES

October 30, 1981	Complaint filed in Bourgoin, et al. v. Fort Halifax Packing Co., Docket No. CV-81-515
November 2, 1981	Complaint filed in Ewing v. Fort Halifax Packing Co., Docket No. CV-81-516
December 2, 1981	Answer filed in Ewing v. Fort Halifax Packing Co.
January 20, 1982	Answer filed in Bourgoin v. Fort Halifax Packing Co.
March 10, 1982	Plaintiff's First Set of Interrogatories filed in Ewing v. Fort Halifax Packing Co.
May 7, 1982	Defendant's Answers to First Set of Interrogatories filed in Ewing v. Fort Halifax Packing Co.
June 1, 1982	Deposition of Harvey A. McGuire, Jr. filed in Ewing v. Fort Halifax Packing Co.
August 30, 1982	Plaintiff's Motion for Summary Judgment filed in Ewing v. Fort Halifax Packing Co.
September 20, 1982	Defendants' Motion to Dismiss and Motion for Summary Judgment filed in Ewing v. Fort Halifax Packing Co.
October 29, 1982	Opinion and Order filed in Ewing v. Fort Halifax Packing Co.
March 11, 1983	Defendants' Motion for Summary Judgment filed in Ewing v. Fort Halifax Packing Co.

March 18, 1983	Order filed in Ewing v. Fort Halifax Packing Co.: The Motions for Summary Judgment by Defendants, Fort Halifax Packing Co. and Corbett Enterprises, Inc. are denied.
August 17, 1983	Motion to Consolidate Ewing v. Fort Halifax Packing Co. with Bourgoin v. Fort Halifax Packing Co.—Motion granted.
April 1, 1985	Trial
May 2, 1985	Judgment entered against Defendant and in favor of the State for the benefit of the individual employees. Wathen, J.
May 31, 1985	Notice of Appeal to the Maine Supreme Judicial Court filed
June 2, 1986	Opinion and Judgment of the Maine Supreme Judicial Court

Complaint in Ewing v. Fort Halifax
Packing Co., Superior Court,
Kennebec County, Docket No. CV-81-516

[caption omitted in printing]

1. This action is brought pursuant to 26 M.R.S.A. § 625-B, subsections 2 and 5 on behalf of employees of Fort Halifax Packing Company, Inc., and Corbett Brothers (formerly known as Fort Halifax Poultry Company, Inc.), by the Director of the Bureau of Labor Standards, Maine Department of Labor, State of Maine.
2. Plaintiff, Marvin W. Ewing is the Director of the Bureau of Labor Standards as defined in 26 M.R.S.A. § 625-B (5) with an office located at Augusta, Maine.
3. Defendants are Maine corporations authorized to do business in the State of Maine.
4. Defendants bought, sold, traded and otherwise dealt in poultry and poultry products, including, but not limited to, the processing of poultry products, during the 12-month period prior to May 23, 1981.
5. On or about May 23, 1981, Defendants laid off approximately 212 employees.
6. On or about May 23, 1981, Defendants began removing equipment necessary for their operations.
7. Since on or about May 23, 1981, Defendants have been attempting to sell their operations.
8. On or about May 23, 1981, Defendants substantially ceased commercial or industrial operations.

9. Such cessation of commercial or industrial operations constitutes a termination of a covered establishment within the meaning of 26 M.R.S.A. § 625-B (2).

10. Since the employees' last full day of work, one regular pay period has passed and no severance pay has been received by any employee.

WHEREFORE, Plaintiff requests that this Court:

1. Declare that Defendants are liable for severance pay pursuant to 26 M.R.S.A. § 625-B.
2. Order that Defendants pay its employees severance pay and interest pursuant to 26 M.R.S.A. § 625-B.
3. Order that Defendants pay Plaintiff its attorneys fees and costs pursuant to 26 M.R.S.A. § 625-B.
4. Grant such other relief as this Court may deem just and proper.

Dated: November 2, 1981

[signatures omitted in printing]

Stipulation of Facts Entered into
Evidence at Trial*

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

CIVIL ACTION No. 83-0020-B

CORBETT ENTERPRISES, INC., et al.,
Plaintiff,

v.

MARVIN W. EWING, et al.,
Defendant.

STIPULATION OF FACTS

NOW COME the parties to this action and stipulate and agree to the following facts:

1. Plaintiff Corbett Enterprises is a Missouri Corporation with its principal place of business in West Hartford, Connecticut.

2. Plaintiff Fort Halifax Packing Company (hereafter "Fort Halifax") is a Maine corporation with its principal place of business in Winslow, Maine. Fort Halifax's operations began in 1972 when it purchased all of the assets of the Ralston Purina Company located in

* This stipulation was originally reached in a federal action filed by Fort Halifax and its parent company entitled *Corbett Enterprises, Inc., et al. v. Ewing, et al.*, Civil Action No. 83-0020 B (D. Me., filed February 1, 1983). By agreement of the parties, the stipulation and attached exhibits were received in evidence at trial of this action on April 1, 1985.

Winslow, Maine. The Ralston Purina Company operated a broiler processing and packaging plant on the site since 1961 and previous to that time, the plant was owned and operated by CMT Company, Inc. Fort Halifax presently owns a processing plant and equipment in Winslow, Maine being the same plant it purchased from Ralston Purina.

3. Plaintiff Corbett Brothers is a Maine corporation with its offices in Winslow, Maine, and is a wholly-owned subsidiary of Fort Halifax.

4. Defendants Raymond Bourgoin, Clarence Hachey, Reginald Pooler, Audrey Tyler, Dorothy Dyer, Debbie Lamontagne, Lawrence Belanger, Raymond Cayouette, Alice Gurney, Bertha Knowles and Eugene Bourgoin (hereafter "individual defendants") were employees of Fort Halifax, and all are residents of the State of Maine.

5. Defendant Marvin W. Ewing is the Director of the Bureau of Labor Standards of the State of Maine (hereafter "the Director") and has an office in Augusta, Maine. In that capacity, he has responsibility for enforcement of the Maine severance pay statute.

6. The Amalgamated Meat Cutters and Butcher Workmen of North America, Local 385, AFL-CIO, and its successor United Food and Commercial Workers, Local 385, AFL-CIO, is a labor organization ("Local 385") within the meaning of the NLRA and LMRA and was the exclusive bargaining representative of certain Fort Halifax employees. The most recent collective bargaining agreement between Fort Halifax and Local 385 (attached and incorporated herein as Exhibit I) provides for applicable wages, hours, retirement plan, severance pay and other employee benefits.

7. The retirement plan provided for and required by Section 5 of the collective bargaining agreement (Exhibit I) is the Corbett Enterprises, Inc. Retirement Plan For Production Employees (the "Production Employees' Plan") (attached hereto and incorporated as Exhibit II).

8. Corbett Enterprises, Inc., is the administrator of the above noted Production Employees' Plan.

9. Corbett Enterprises, Inc. also maintains a plan for covering the administrative and clerical employees of Fort Halifax and Corbett Brothers entitled Corbett Enterprises, Inc. Retirement Plan for Sales, Administrative and Clerical Employees. The "Administrative Plan" is attached hereto and incorporated herein as Exhibit III.

10. Corbett Enterprises is the administrator of the above noted "Administrative Plan".

11. The above noted plans have been determined by the Internal Revenue Service (IRS) to be qualified plans and meet and comply with the eligibility requirements, reporting requirements, funding standards and other obligations imposed by the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq. (see Exhibits IV and V attached).

12. Fort Halifax and Corbett Brothers produced and processed poultry and poultry products in Maine from 1972 until May 23, 1981. On May 23, 1981, Fort Halifax ceased all poultry operations and laid off most of its employees except several maintenance men and clerical employees. In June 1981, the plaintiff Corbett Brothers sold their egg packing plant, one hatchery, one feed mill, inventory and rolling stock to Corbett Farms. Efforts to reopen the Fort Halifax plant have not succeeded.

13. On or about November 1, 1981, the Director instituted suit in the Maine Superior Court for Kennebec County against Fort Halifax and Corbett Brothers entitled *Ewing v. Fort Halifax Packing Company et al.*, CV 81-56 on behalf of all the employees of Fort Halifax and Corbett Brothers to recover severance pay for these employees pursuant to 26 M.R.S.A. § 625-B.

14. On or about October 30, 1981, the individual defendants instituted suit in the State of Maine Superior Court for Androscoggin County against Fort Halifax entitled *Bourgoin et al. v. Ft. Halifax Packing*, CV 81-515 to recover severance pay for those individual defendants pursuant to 26 M.R.S.A. § 625-B.

15. On or about October 29, 1982, in the action commenced by the Director, the Maine Superior Court for Kennebec County issued a partial summary judgment attached as Exhibit VI.

[signatures omitted in printing]

EXHIBIT I
TO STIPULATION

AGREEMENT
BETWEEN
FORT HALIFAX PACKING COMPANY
WATERVILLE, MAINE

(SEAL)

AND THE
AMALGAMATED MEAT CUTTERS
AND
BUTCHER WORKMEN OF
NORTH AMERICA
A.F.L.-C.I.O., LOCAL NO. 385

EFFECTIVE: 6/2/79

EXPIRES: 6/2/82

AGREEMENT

AGREEMENT, made and entered into this 20th day of June, 1979, by and between FORT HALIFAX PACKING COMPANY, hereinafter called the "Company," and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO, LOCAL 385, hereinafter called the "Union."

WITNESSETH

For the intent and purposes of promoting and perpetuating friendly and efficient relations between the Company, the Union and the employees, and to establish fair and equitable working conditions of employment, the following Agreement is entered into.

ARTICLE I

RECOGNITION

Section 1. Bargaining Unit.

The Company hereby recognizes the Union as the sole collective bargaining agency for all of its employees, except those engaged in a supervisory, clerical and office capacity and live haul drivers and catchers who bring poultry into the processing plant.

ARTICLE II

UNION SHOP

Section 1. New Employees.

The Company may secure new employees from any source.

Section 2. Union Security Clause.

a. All present employees who are members of the Union on the date on which this Agreement is signed shall remain members in good standing of the Union as a condition of employment.

b. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union

as a condition of employment on and after the 31st day following the beginning of their employment or on or after the 31st day following the date on which this Agreement is signed, whichever is the later.

e. It is specifically understood and agreed that anyone newly employed shall be employed on a thirty (30) day trial basis, during which time he shall be considered on probation and may be discharged by the Company, within the thirty (30) day trial period only, for any reason whatsoever and in its sole discretion.

Section 3. Union Membership.

The Union agrees that it will admit to and retain in membership all employees without discrimination so long as such employees tender the initiation fee and periodic dues uniformly required for membership by the Constitution of the International Union and the By-Laws of the Local Union.

Section 4. Failure to Pay Dues.

In the event that any employee fails to comply with Section 2 provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition of membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said letter, provided that such discharge shall be permitted by law.

ARTICLE III

CHECK-OFF

Section 1. Deduction of Union Dues.

On the first pay day of each month, the Company shall deduct from the wages of each employee covered by this Agreement the regular union dues on or before the tenth (10th) day of each month.

Section 2. Authorization for Deductions.

The Company further agrees to continue to send the Local Union a copy of the employee's authorization card.

ARTICLE IV

UNION REPRESENTATION, GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Plant Visits by Union Representatives.

A duly authorized representative of the Union shall be permitted to visit the various plant operations covered by this Agreement for the purpose of observing working conditions and shall also be permitted to check payroll records to see that this Agreement is fully carried out. It is agreed that the Union Representative shall first announce his presence to the Manager of the plant and advise of his visit. The Union further agrees that his visit shall not interfere with production.

Section 2. Shop Stewards.

It is further agreed that members of the Union, who are employees of the Company, may be designated by the

Union to act as shop stewards at the Company's place of business. The Union will supply the Company with the names of those appointed as stewards. While the chief steward and the department stewards are designated to represent employees in the grievance procedure, they shall at all times be subject to all applicable company rules and regulations and their duties as stewards shall not be permitted to unduly interfere with the performance of their duties as employees of the Company. If it is necessary for a steward to leave his job to handle a grievance, then the steward shall first notify his immediate supervisor and the supervisor will allow the steward to leave his job unless his absence will seriously interrupt production. It is agreed that whenever it is necessary for both the chief steward and the department steward to be relieved from their jobs in order to adjust a grievance that they will be allowed to do so unless, of course, the absence of either will seriously interrupt production. In keeping with this effort by both parties to minimize any interruption of work, the Company agrees to make available at such grievance meetings the company representative at the proper management level who has the authority to resolve such grievance.

Section 3. No Discrimination.

No employee shall be discriminated against or discharged because of activities on behalf of, or membership in, the Union, or for reasons of creed, color, sex, age, or national origin.

Section 4. Disciplinary Action.

The Union shall at all times reserve the right to challenge any disciplinary action against any employee through the grievance and arbitration procedure provided in this Agreement.

Section 5. Grievance and Arbitration Procedure.

In the event a grievance arises concerning the interpretation or application of the terms of this Agreement between the Union or any employee and the Company, such grievance shall during the term of this Agreement be determined in accordance with the following procedure:

Step 1: The employee and his steward shall present the grievance orally to the employee's foreman within five (5) days of the occurrence of the matter over which the employee grieves. When the grievance is submitted to a foreman he shall submit his answer orally, within three (3) days of receiving it.

Step 2: A grievance not satisfactorily resolved under Step 1 may be carried forward by the union steward submitting it in writing to the Plant Superintendent. At the request of either party, any appropriate company officials or official of the Union may meet at this Step to attempt to settle the grievance before it is formally submitted to arbitration.

Step 3: If the answer given by the Company under Step 2 above is not satisfactory to the Union, the Union may submit the grievance to arbitration by notifying the Company in writing that it wishes to request arbitration. Such notice must be made within thirty (30) days following the giving of the Company's answer under Step 2

above. After a request has been made by the Union to the Company to submit a case to arbitration, representatives of the Company and the Union will promptly get in contact with each other for the purposes of selecting an arbitrator to hear the case. In the event the parties are unable to agree upon a selection of an arbitrator, they shall submit a joint request to Federal Mediation and Conciliation Service to furnish a list of names of five (5) arbitrators from which list the parties shall select one arbitrator by alternately striking names. Prior to the opening of the arbitration hearing, the parties will attempt to agree upon a stipulated issue for the arbitrator to decide and the arbitrator shall be limited to such issue when making his decision. If the parties are unable to agree upon a stipulated issue, the arbitrator shall decide the issue. The decision of the arbitrator shall be final and binding upon all parties to the dispute. However, the arbitrator shall have no power to change, subtract from or add to the provisions of this Agreement and shall only have the power to apply and interpret the provisions of this Agreement in reaching his decision. The expenses of the arbitrator shall be divided equally between the parties.

ARTICLE V

SENIORITY

Section 1. Layoffs.

In the allocation of work, the layoff of employees, and the rehiring of employees, seniority shall prevail. The sole restriction on seniority shall be the ability to perform the job. Each month the Company shall furnish a corrected seniority list to the Union when submitting pay-

ment of dues. Stewards shall be the last employees to be laid off for lack of work, irrespective of their seniority.

Section 2. Promotions.

In the event of a vacancy occurring, the Company shall immediately post a notice stating both the pay group in which the job is open and the job which the employee will normally perform. Preference to such job shall be given to the person with the highest seniority downward, providing that such employee is qualified for the work. When in the opinion of the Company, an employee cannot qualify, such decision of the Company shall immediately be subject to the grievance procedure, including arbitration. It is further understood that the employee who is awarded the bid shall still be expected to perform any other work for which he is qualified and that the Company may assign him such work.

Section 3. Absences.

Authorized absence, or temporary (up to one year) layoff, shall not interrupt an employee's seniority. When the Company is notified of a bona fide sickness or accident, such bona fide sickness or accident shall constitute an authorized absence.

Section 4. Re-employment of Laid Off Employees.

Laid off employees shall be re-employed by seniority if they report within seven (7) days from date notice is given. When notice is given orally or by telephone and the employee fails to return to work, then the Company shall confirm its original notice by giving a written notice; a copy shall also be sent to the Union. For the purpose of forfeiting seniority, an employee may still forfeit his

seniority by not reporting to work within seven (7) days from the written notice being given but he shall not forfeit seniority unless an actual written notice is given.

Section 5. Leave of Absence for Union Business.

Employees, when called upon to serve as officers, or delegates to any union conference or convention, shall be granted the necessary leave of absence, without pay, insuring their seniority status. Prior notice shall be sent to the Company by the Union.

Section 6. Loss of Seniority.

All seniority rights shall be lost for any of the following reasons:

- a. An employee quits or is discharged for proper cause.
- b. An employee is laid off over one (1) year.
- c. After a thirty (30) day trial period, an employee accepts a position with the Company which is not covered by this Agreement.
- d. An employee, while on leave of absence accepts work elsewhere (except for employment with the Union), unless he has written permission from the Company and the Union is furnished with a copy of such permission at the time such is granted.
- e. An employee fails to report from a layoff within seven (7) days after date notice was given, providing that the Company followed it up with a written notice in cases where the employee did not return to work as instructed.

ARTICLE VI

MISCELLANEOUS CONDITIONS

Section 1. First-Aid Equipment.

Adequate first-aid equipment shall be kept readily convenient and accessible to employees.

Section 2. Rest Period.

Each employee shall be granted a ten (10) minute rest period, without loss of pay, both in the mid-morning and in the mid-afternoon. If more than ten (10) hours are to be worked, a ten (10) minute rest period shall be granted as near the end of eight (8) hours as is practicable.

Section 3. Injuries on the Job.

If, for any reason, an employee is injured on the job, the Company shall provide a means of transportation to the employee's home or to the hospital or doctor. If such employee is sent home by the company nurse or doctor due to an industrial accident, he or she shall be paid for the full scheduled workday for the day of the industrial accident. If subsequent doctor visits are required as a result of an occupational injury, the Company will schedule such visits for the employee after line time when possible if the employee has returned to work. When the Company itself schedules an employee to visit the doctor for an occupational injury then the employee will be compensated for time lost. Further, if an employee is required to visit the doctor during work time and the employee does not have his or her own means of transportation to the doctor, then the employee, if the employee requests, will

be provided transportation by the Company in order to visit the doctor.

Section 4. Prior Privileges.

Any privileges which are not covered by this Agreement, and which are now enjoyed by the employee, shall continue during the life of this Agreement.

Section 5.

When it is necessary to work any production line overtime, all such work will be performed by bargaining unit employees.

ARTICLE VII

REPORT-IN PAY

Whenever an employee, unless otherwise directed prior to normal departure for work, reports for work on any regular scheduled working day, he or she shall be provided with a minimum of four (4) hours' work or four (4) hours' pay in lieu thereof. However, the Company shall not be liable for the reporting time as herein provided for in the event the Company is unable to provide work because of fire, flood, an act of God, failure of power or lack of heat or any other factors beyond the control of the Company. However, any employee called in to work, for other than his regular schedule, shall receive a minimum of four (4) hours' work or pay in lieu thereof, in any event.

ARTICLE VIII

INDIVIDUAL AGREEMENT

The Company shall not enter into any individual agreement with any of the employees covered by this

Agreement in conflict with the same. No employee shall be compelled to cross a legal picket line of any other employer where labor trouble exists.

ARTICLE IX

BULLETIN BOARD

The Company shall continue to furnish suitable bulletin boards for posting of union notices to be stationed in places readily accessible to the employees.

ARTICLE X

NO REDUCTION OF WAGES

There shall be no reduction of wages due to the signing of this Agreement.

ARTICLE XI

HOURS

Section 1. Workweek.

The workweek shall consist of five (5) days, forty (40) hours, with the understanding that such work is not guaranteed. The payroll week begins at 12:01 a.m. Sunday and ends at 12:00 p.m. on the following Saturday.

Section 2. Overtime.

All work performed on any of the holidays listed in Article XIII and on the seventh (7th) consecutive day worked shall be paid for at double time the employee's regular hourly rate of pay. A sixth (6th) consecutive day worked within the workweek shall be paid for at time and one-half the employee's regular rate of pay. If a paid

holiday falls within the week, and the employee is eligible for holiday pay, and has actually worked all regular hours scheduled during that workweek, then the employee shall be entitled to time and one-half his regular rate of pay for all work performed on Saturday of that week.

Section 3. Overtime Pay.

It is further understood that overtime pay for work on any of the holidays listed in Article XIII shall be in addition to the regular holiday pay.

Section 4. Distribution of Overtime.

When necessary to work overtime, such overtime shall be distributed among senior employees having the ability to perform the needed work.

Section 5. Daily Starting time.

The regular daily plant starting time shall be decided upon by the Company and the Union. Any employee reporting for work at his scheduled starting time and then required to stand by while waiting for work shall be paid for such time.

Section 6. Daily Overtime.

An employee shall receive one and one-half (1-1/2) times his regular hourly rate for all hours worked in excess of eight (8) hours in one day.

All hours worked in excess of ten (10) hours per day shall be paid for at double the employee's regular hourly rate of pay.

Section 7. Weekly Overtime.

All hours worked in excess of forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's hourly rate.

Section 8. No Pyramiding Clause.

There will be no pyramiding of overtime or premium rates. Only the highest single premium rate applicable will be paid for the work performed.

Section 9. Lunch Periods.

Lunch periods of at least one-half (1/2) hour shall be granted each employee who works a full day. Lunch periods shall commence between 11:00 a.m. and 12:00 noon on first line.

Section 10. Emergency Relief.

Employees whose jobs require 100% attention while the line is running, such as killers, machine operators, hangers, etc., shall be afforded emergency relief if and when necessary.

Section 11. Intent to Try to Provide Full Workweek.

While both the Union and the Company agree that nothing in this Agreement is to be construed as a guarantee of the number of hours of work per day or per week, it is the intent of both parties to strive to see that employees get a full workweek each week that the plant is operating.

ARTICLE XII

VACATIONS

Section 1. Amount of Vacation.

- a. Employees covered by this Agreement who have completed one or more, but less than three (3) years of continuous service with the employer shall be granted one week of vacation with pay after their anniversary date of such required length of service.
- b. Employees who have completed three (3) or more years of continuous service, but less than ten (10) years, shall be entitled to two (2) weeks of vacation with pay.
- c. Employees who have completed ten (10) years of continuous service, but less than twenty (20) years, shall be granted three (3) weeks of vacation with pay.
- d. Employees who have completed twenty (20) years of continuous service, shall be granted four (4) weeks of vacation with pay.*
- * Commencing June 2, 1981, employees who have completed eighteen (18) years of continuous service, shall be granted four (4) weeks of vacation with pay.
- e. Employees who have completed twenty-five (25) years of continuous service, shall be granted five (5) weeks of vacation with pay.

Section 2. Vacation Pay.

Employees who have received forty (40) weekly pay checks, or the equivalent thereof, during their anniversary year of employment shall be paid forty (40) hours at their straight-time regular rate of pay for each week of vacation. Weekly-rated employees shall receive their weekly rate for

each week of vacation due. The above requirement that an employee has received forty (40) weekly pay checks or its equivalent shall be reduced to thirty-two (32) weekly pay checks or the equivalent thereof in cases of employees with five (5) or more years' seniority who would have met the forty (40) weekly pay check requirement had it not been for absence during the anniversary year because of sickness or pregnancy. In cases where there is some dispute, the Company may require the employee to submit evidence of such sickness or pregnancy.

Section 3. Continuous Service.

Continuous service in this vacation plan is defined as service of an employee who has not lost seniority.

Section 4. Right to Vacation Pay.

Employees who quit or are discharged and have vacations earned which have not been taken by them shall receive such vacation pay.

Section 5. Time of Vacation.

Vacation shall be taken at such time as may be agreed upon by management, it being understood that the Employer will endeavor to have vacations during slack periods. Employees having the greatest seniority shall be given preference as to the time which the Employer may allot for vacations. Vacations may not be accumulated by being carried over and taken during the following anniversary year.

Employees who perform maintenance work during the Thanksgiving week shutdown and are eligible for vacation may elect to take vacation pay in lieu of vacation or take a week of their accrued vacation at another time mutually acceptable with management.

Section 6. Request for Vacation.

On March 1 of each year the Employer shall post a vacation chart and all employees entitled to vacations shall specify their preference of vacation period. Such chart shall be taken down on April 1st and the Company shall prepare from it a vacation schedule giving preference on vacation periods in accordance with plant seniority. Employees entitled to three (3) weeks' vacation shall be permitted to take two (2) weeks' consecutively where possible. The Company shall then post such vacation schedule not later than April 15th. No vacation assignments shall then be changed except by mutual agreement between the Company and the employee.

ARTICLE XIII

HOLIDAYS

Section 1. Number of Holidays and Eligibility.

Pay for holidays not worked:

All employees with seniority shall be paid for eight (8) hours at their straight-time hourly rate for:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day *
Memorial Day	Good Friday
Independence Day	Veteran's Day
Labor Day	

* During the second year of this Agreement, Christmas holiday pay shall consist of twelve (12) hours' straight-time pay.

(All holidays will be observed on the date recognized by the Federal Government.)

provided they report for work and work the hours as required by the Employer on their scheduled workday before and their scheduled workday after the holiday unless excused for illness and/or just cause. The purpose of this provision in the preceding sentence is to discourage tardiness and absenteeism on the workday before and the workday following the holiday. This provision shall not apply to employees who are on temporary layoff during the month preceding or the month following the holiday. An employee who is on an authorized sick leave at the time of the holiday and who performs work during the month in which the holiday occurs will be entitled to holiday pay.

Section 2. Holiday Occurring During Vacation.

If one of the above holidays covered by Section 1 of this Article occurs within an employee's vacation period, he shall be granted one additional day of vacation for which he shall receive eight (8) hours' pay at his straight-time hourly rate of pay. This additional day shall be taken at the time mutually agreeable to the Company and the employee.

Section 3. Pay for Work on Holiday.

All production work performed on the above holidays shall be paid for at double the employee's regular rate of pay in addition to any holiday pay the employee is eligible for as above.

ARTICLE XIV

GROUP INSURANCE

Section 1. Life Insurance.

The Company agrees to continue for the life of this Agreement the same life insurance coverage provided by the prior Agreement which expired June 2, 1979.

Section 2. Combination Life and Health Plan.

The Company agrees to continue for the life of this Agreement the same Combination Life and Health Plan that was provided by the prior Agreement which expired June 2, 1979.

Section 3. Major Medical.

The Company agrees to continue for the life of this Agreement the same Major Medical Insurance coverage provided by the prior Agreement which expired June 2, 1979. In addition to that Major Medical Insurance coverage, commencing December 1, 1980 the Company will increase the Major Medical coverage in accordance with discussions with the Union during negotiations which will raise the coverage from thirty thousand (\$30,000.00) dollars to one hundred thousand (\$100,000.00). The Company also agrees that after the coverage under the basic health plan is exhausted insofar as miscellaneous costs, these miscellaneous costs will be covered under the Major Medical plan in accordance with the deductible and eighty/twenty co-insurance provisions provided for all other Major Medical coverage.

Section 4. Dependent Coverage.

The Company further agrees to make available to employees covered by this Agreement the dependent coverage for the Combination Life and Health Plan provided the employee desires this coverage and pays the appropriate weekly premium. The Company also agrees to deduct the amount of this premium from the employee's weekly pay provided the employee executes the necessary authorization. The additions made in the employee's individual coverage

will also be added to the dependent coverage. Effective June 2, 1979, the Company agrees the employee's cost for the dependent coverage will be an amount of \$3.63 per week. Effective June 2, 1980, the Company agrees to roll back the employee's cost for the dependent coverage to an amount of three (\$3.00) dollars per week. Effective June 2, 1981, the Company agrees to roll back the employee's cost for the dependent coverage to an amount of two (\$2.00) dollars per week.

Section 5. Retirement Plan.

The Company agrees to provide a Retirement Plan providing benefits no less than the level provided by the Ralston Purina Company when it owned and operated the plant. Further, the eligibility requirements under the new plan will be no more stringent than those under the Ralston Purina plan. This pension plan commenced as of February 5, 1972—the date when Ralston Purina Company sold the plant to the Company.

It is further understood and agreed that questions or controversies about this Plan or its administration shall not be subject to the grievance and arbitration provisions of Article IV of this Agreement.

It is further agreed that in the event the Company elects to make any improvements in the pension plan during the term of this Agreement, such improvements shall be made applicable to the Plan covering these employees under this Agreement.

Section 6. Sickness and Accident Plan.

The Company will continue for the life of this Agreement the same Sickness and Accident Plan provided by the prior Agreement which expired June 2, 1979.

ARTICLE XV

WEARING APPAREL

The Company agrees to furnish, without cost to the employees, all special wearing apparel (including insulated gloves for the chiller hangers), tools, equipment and safety devices necessary to the performance of the work required to be done and further agrees to keep all such equipment, etc., in good condition and proper working order. Employees shall be responsible to return all equipment issued by the Company before new issue of equipment is made, and on leaving the Company's employ, deductions may be made from any amounts due the employee upon failure to return equipment when required to do so.

As a convenience for employees in purchasing plastic boots, safety shoes, and work gloves, the Company will implement, as soon as it is able to work out all the details, a program whereby employees can order and purchase at the plant, such apparel at the supplier's price.

ARTICLE XVI

WAGES

Section 1. Wage Rates.

The following hourly rates shall prevail as minimum rates for the term of this Agreement, effective as indicated. The starting rate for all new employees during their first thirty (30) days (thirty calendar days from their date of hire but starting with the next workweek after such thirtieth day of employment) shall be fifteen cents (15¢) per hour less than the rates set forth in the columns listed below.

WAGE SCHEDULE

CLASSIFICATION	Effective 6/2/79	Effective 6/2/80	Effective 6/2/81
"A" RATE			
Killers	\$4.49	\$4.79	\$5.14
Markers	4.49	4.79	5.14
Fork Lift Driver	4.49	4.79	5.14
Yard Driver	4.49	4.79	5.14
"B" RATE			
Turners	4.27	4.57	4.92
Leg Cutters	4.27	4.57	4.92
Ice Man	4.27	4.57	4.92
Utility	4.27	4.57	4.92
Helpers	4.27	4.57	4.92
Night Cleaners	4.27	4.57	4.92
Box Makers	4.27	4.57	4.92
Strappers	4.27	4.57	4.92
Hangers	4.27	4.57	4.92
Feathermen	4.27	4.57	4.92
Packers	4.27	4.57	4.92
Shippers	4.27	4.57	4.92
Knife Sharpeners	4.27	4.57	4.92
Spin Chill Operators	4.27	4.57	4.92
Lung Machine Operators	4.27	4.57	4.92
Truck to Line Tenders	4.27	4.57	4.92
"C" RATE			
All Others	4.20	4.50	4.85

It is the intent of the parties to this Agreement that all employees on the Company's payroll and covered by the Agreement as of May 14, 1979 shall receive an increase of thirty cents (30¢) per hour. All employees on the company payroll and covered by this Agreement as of June 2, 1980 shall receive increases of thirty cents (30¢) per hour. All employees on the company payroll and covered by this Agreement on June 2, 1981 shall receive increases of thirty-five (35¢) per hour.

Each employee shall be assigned one of the above classifications and no employee shall receive less than the appropriate rate.

In the event of a vacancy in the "B" rate, employees who are qualified for the work will be eligible to bid and will be considered by the Company in filling the vacancy.

All time working on the vent gun, using knife and saw on cut-up line, washing boxes, neck cracking and work on utility table will be paid at "B" rate.

For time working hanging live birds, loading or unloading trucks, an employee will be paid twelve cents (12¢) per hour above the "B" rate.

Section 2. New Equipment or Machinery.

In the event of the installation of any new equipment or machinery or any other change which in any way affects the content or operation of any job, the classification and rates herein listed shall be subject to negotiation between the Company and the Union, and failure to agree on new or changed classifications and rates by the parties hereto shall be subject to arbitration. The institution of a second or third shift of production shall be considered a change of sufficient substance and magnitude to be considered as falling within and subject to the provisions of this section.

Section 3. Temporary Transfer to Higher Job Classification.

Whenever an employee is transferred to a higher job rate classification, such transfer shall not be considered temporary for more than four (4) weeks except in the case of the regular employee on that job being absent due to ill-

ness or injury. Whenever an employee is temporarily transferred to a higher classification, other than transfers of a short duration such as for relief, such employee shall receive the higher job rate. It is further agreed that if an employee is temporarily assigned to work on a lower rated job, the employee will not have his rate reduced.

ARTICLE XVII

FUNERAL LEAVE

In the event of a death of an employee's spouse, child or stepchild, the employee will be granted up to five (5) days' leave without loss of pay.

In the event of a death of an employee's parent, brother or sister, the employee shall be granted up to three (3) days' leave without loss in pay.

In the event of a death of an employee's mother-in-law, father-in-law, brother-in-law or sister-in-law, the employee shall be granted one day leave without loss in pay.

ARTICLE XVIII

MANAGEMENT RIGHTS, NO STRIKE—NO LOCKOUT

Management retains its traditional management prerogatives except to the extent that they are forfeited or otherwise abridged by the terms of this Agreement. It is further agreed that during the life of this Agreement the Union will not cause or sanction a strike nor will an employee or employees take part in a strike, slowdown in the rate of production or other interferences or stoppage of the Company's work. The Company agrees not to conduct a lockout or shutdown for an anti-union purpose during the term of this Agreement.

ARTICLE XIX

TERM

This Agreement between the Company and the Union shall be effective from June 2, 1979 and shall remain in full force and effect until June 2, 1982, and shall continue for an additional year unless either party shall notify the other by registered mail at least sixty (60) days prior to June 2, 1982, that it intends to terminate or amend the present Agreement.

This Agreement shall be binding upon the Company, its successors and assignees.

IN WITNESS WHEREOF, the Company and the Union have hereunto caused this Agreement to be signed, sealed and delivered, in their names by their authorized agents this 20th day of June, 1979.

FORT HALIFAX
PACKING COMPANY
Waterville, Maine

AMALGAMATED MEAT
CUTTERS AND BUTCH-
ER WORKMEN OF
NORTH AMERICA, AFL-
CIO, LOCAL 385

[signatures omitted in printing]

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1981 by and between Ft. Halifax Packing Company, hereinafter called the "Company" and Local 385 of the United Food and Commercial Workers Union, AFL-CIO, hereinafter called the "Union" amends the existing collective bargaining agreement which is due to expire on June 2, 1982.

For the intent and purposes of maintaining and perpetuating the operation, especially in light of present economic conditions in the poultry industry in the State of Maine, the following amendments are entered into:

1. Article XI, Section 6, *Daily Overtime*, is deleted. Instead insert, Time and one half for all hours in excess of nine (9) hours in one day.

2. Article XIV, Section 4, *Dependent Coverage*, is amended as follows:

"(a) The Company further agrees to make available to eligible employees covered by this Agreement the dependent coverage for the Combination Life and Health Plan provided the employee desires this coverage and pays the appropriate weekly premium. The Company also agrees to deduct the amount of this premium from the employee's weekly pay provided the employee executes the necessary authorization." (Delete the rest of Section.)

3. Add a Section 4(b), *Cost of Insurance*:

"The Company agrees to pay 50% of an employee's premiums for the Combination Life and Health Plan, Major Medical Insurance coverage and the dependent coverage for all eligible employees who elect to participate in the plan."

4. Article XVI, *Wage Rates*, add the following to Section 1:

"The wage rates presently in effect shall remain in effect until June 2, 1983. At which time either party to this Agreement may propose adjustments in the rates of pay by giving to the other party sixty (60) days written notice of its desire to negotiate wage adjustments."

5. Add new Article XIX, *Severance* provisions:

"While it is the hope of the Company that it will not be necessary to consider closing the operation covered by this Agreement, it is recognized by the parties that the feasibility of continued operation of any plant is a question of its being able to have the business, productivity and efficiency to justify a reasonable rate of return or profit on the investment of the investors to the operation. Because of the fact that such plant closing, while not presently contemplated, always remains a possibility, the parties have agreed that provisions be made in this Agreement defining the right of the employees covered by this Agreement should such occur. Therefore, the parties agree that in the event the Company should permanently discontinue operations, and in such event only, the following special severance provisions will apply to persons laid off from the Company's employment as a result of such permanent closing. It is understood that persons who after notice of such termination elect voluntarily to leave the Company's employ before the shut down to accept other employment, or who refuse to return from any temporary layoff, shall be considered as having quit their employment and shall not be entitled to the benefits of the following provisions:

1. Each such employee who has, at the time of being laid off, attained the age of 55 years, may exercise his early retirement option provided in the Company pension, if he so elects. An employee who elects to exercise the rights granted in this Section shall remain eligible for the benefits provided in sub-paragraphs 2 and 3 of this Article.
2. For purposes of determining eligibility to receive holiday pay for any paid holiday occurring within 30 days following the scheduled date for such discontinuance of operation, each employee shall be considered in the employ of the Company until

the holiday, and provision of Article XIII, Section 1 shall be waived as to any such employee who is permanently laid off prior to such holiday.

3. Employees covered by this Agreement who at the date of the closing have completed two or more years of service will be granted severance pay under the following formula:

2 years but less than 3 years—1% of the previous years earnings or 20 hours pay, whichever is more.

3 years but less than 4 years—2% of the previous years earnings or 40 hours pay, whichever is more.

4 years but less than 5 years—3% of the previous years earnings or 60 hours pay, whichever is more.

5 years but less than 6 years—4% of the previous years earnings or 80 hours pay, whichever is more.

6 years but less than 7 years—5% of the previous years earnings or 100 hours pay, whichever is more.

7 years but less than 8 years—6% of the previous years earnings or 120 hours pay, whichever is more.

8 years but less than 9 years—7% of the previous years earnings or 140 hours pay, whichever is more.

9 years or more—8% of the previous years earnings or 160 hours pay, whichever is more.

4. In entering into this contractual provision for severance pay, both the Company and the Union, as well as its membership, recognize that such severance provisions are agreed upon in accordance with the collective bargaining exceptions to and in lieu of state law severance provided in the Severance Pay Provisions of the Maine Severance Law. In consideration of this Agreement, the Company not only agrees to the provisions

provided herein, but further agrees to pay all severance pay due within 15 days of the closing to all eligible employees who qualify in the event these provisions become applicable."

6. New Article XX:

"The parties agree that effective June 3, 1983 the provisions of Article XI, Section 6, *Daily Overtime* and Article XIV, Section 4, *Dependent Coverage*, as set out in the prior Agreement, which was amended by this Agreement, shall again become effective."

7. Article XIX is now changed to be Article XXI:

"The Company and the Union agree that this Amendment extends the existing collective bargaining agreement presently due to expire on June 2, 1982 until June 2, 1984, except for the new agreement provided in Article XVI concerning wages which provides for reopening of the contract to negotiate wages under Article XIV to take effect after June 2, 1983, provided that the party desiring the change gives the other party at least sixty days written notice of its intent to negotiate adjustments. In the event either party does provide such notice, then the parties shall meet within thirty days of the receipt of said notice for discussion, and endeavor in good faith to reach an agreement. If an agreement is not reached by the expiration of the sixty day period (unless that period is extended by mutual consent), then the Company may maintain the rates of pay or wages in effect or upon ten days written notice make its proposed changes. If the Union is dissatisfied with the Company's action, it shall then be free to take such economic action as it sees fit upon ten days written notice given after the expiration of said sixty day period and such action shall not violate the no-strike article of this Agreement.

This Agreement shall be binding upon the Company, its successors and assignees."

IN WITNESS WHEREOF, the Company and the Union have hereunto caused this Agreement to be signed, sealed and delivered in their names by their authorized agents this 17th day of November, 1981.

FT. HALIFAX PACKING COMPANY
Waterville, Maine

LOCAL 385, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC

[signatures omitted in printing]

EXHIBIT II
TO STIPULATION

CORBETT ENTERPRISES, INC.
RETIREMENT PLAN FOR PRODUCTION
EMPLOYEES [Excerpts*]

<u>Article</u>	<u>Title</u>
I	Definitions
II	Eligibility
III	Contributions
IV	Retirement Benefit
V	Death Benefits
VI	Rights of Participants on Termination of Employment Prior to Retirement Date
VII	Permanent and Total Disability Benefit
VIII	Funding
IX	Fiduciary Responsibility
X	Pension Committee
XI	Rights of Affiliated Companies to Terminate or Discontinue
XII	Termination of Plan
XIII	Amendment of Plan
XIV	Provisions to Prevent Discrimination
XV	Miscellaneous

*The complete plan is contained in the record as an Exhibit to the Stipulation.

**CORBETT ENTERPRISES, INC.
RETIREMENT PLAN FOR
PRODUCTION EMPLOYEES**

Corbett Enterprises, Inc., on behalf of itself and as agent for those domestic corporations in which Corbett Enterprises, Inc. owns directly or indirectly 51% or more of the voting stock and which with the approval of Corbett Enterprises, Inc. elect to adopt the pension plan set forth herein, hereinafter called the "Affiliated Companies",

WITNESSETH:

WHEREAS, by document adopted and effective February 5, 1972, Corbett Enterprises, Inc. adopted the Corbett Enterprises, Inc. Retirement Plan for Production Employees, and

WHEREAS, it is the desire of the Affiliated Companies to amend and restate in its entirety the retirement plan for their Production employees.

NOW THEREFORE, it is agreed by the Affiliated Companies that as of February 5, 1976 the Corbett Enterprises, Inc. Retirement Plan for Production Employees shall be as follows:

ARTICLE I

Definitions

* * * * *

1.3 The "Affiliated Companies" are Corbett Enterprises, Inc., and those corporations in which Corbett Enterprises, Inc. owns directly or indirectly 51% or more of

the voting stock and which with the approval of Corbett Enterprises, Inc. shall be listed in the Appendix of this Plan. The continuance of the Plan shall not be affected by the dissolution of any of the Affiliated Companies other than Corbett Enterprises, Inc.

* * * * *

1.11 "Credited Interest" means interest, compounded annually, at the rate of 3-1/2% per annum prior to February 5, 1976, and at the rate of 5% per annum after February 4, 1976 credited to a Participant's contributions for the period beginning with the January 1st following the date each contribution was made and ending on the first to occur of the following dates:

(a) The first day of the month in which a refund is made to the Participant or his Beneficiary, and

(b) The date retirement income payments commence to the Participant.

The applicable rate of Credited Interest is subject to adjustment from time to time pursuant to Section 411 (c) (2)(D) of the Internal Revenue Code in accordance with Treasury Department Regulations.

* * * * *

1.23 "Plan" means the description of the benefits of the Participants, Pensioners, Beneficiaries, or Contingent Survivors, the determination of the eligibility for such benefits and the rights and liabilities of Affiliated Companies, the Trustee or Insurance Company, as set forth herein, known as the Corbett Enterprises, Inc. Re-

tirement Plan for Production Employees. The "noncontributory portion" of the Plan refers to the benefits provided to Participants, Pensioners, Beneficiaries or Contingent Survivors irrespective of whether the Employee has elected to make the contributions provided in Section 3.1. The "contributory portion" of the Plan refers to the additional benefits provided as a result of the receipt by the Affiliated Company of the Employee's contributions.

* * * * *

ARTICLE II

Eligibility

2.1 Each employee shall be eligible for participation, beginning with the first day of the month coinciding with or following the first to occur of (a) the end of the one year period commencing with the day of such Employee's first Hour of Service, or any Plan Year commencing subsequent thereto, during which one year period or subsequent Plan Year such Employee first completes five hundred (500) Hours of Service or (b) the attaining of age 45 by such Employee.

2.2 All Employees described in Section 2.1 shall be automatically enrolled in the Plan coincident with the beginning of eligibility with respect to the non-contributory portion of the Plan. In order to participate in the contributory portion of the Plan, an eligible Employee must execute a membership card electing to contribute, but no benefit shall accrue to the credit of such Participant under the contributory portion of the Plan for services rendered prior to the first day of the month coinciding with

or next following the execution by such Participant of such membership card. If an Employee does not elect to contribute when first eligible to do so, he must execute a waiver card, but his failure to do so shall not be evidence of an election to contribute.

* * * * *

2.4 A Participant shall continue as such only while he is an Employee and does not incur a Break in Service. Upon reemployment, a former Participant who had satisfied the vesting requirements of Section 6.4 shall immediately resume participation and a former Participant who had not satisfied those vesting requirements must again satisfy the eligibility requirement of Section 2.1.

ARTICLE III

Contributions

3.1 A Participant may elect from time to time to contribute 5% of his Annual Earnings for the preceding Plan Year between \$6,000 and \$20,000. If the Participant worked less than a full twelve (12) months during the preceding Plan Year, his Annual Earnings for that Year shall be determined by annualizing his total compensation paid during such Year. In the case of a Participant who earned no compensation during the preceding Plan Year, his Annual Earnings for the preceding Plan Year shall be assumed to be his annualized total compensation paid for the first full calendar month of the current Plan Year while employed by any of the affiliated Companies.

* * * * *

3.3 During the continuance of this Plan, each Affiliated Company shall pay the remaining costs of this Plan with respect to the Employees of such Affiliated Company. Such payments shall be made by the Affiliated Company concerned either to the Trustee or to the Insurance Company in such amounts and at such times as may be determined by agreement between the Insurance Company and the Pension Committee, or by the Trustee and the Pension Committee, respectively. Payments to the Insurance Company and the Trustee shall be in such aggregate amount as the Affiliated Company shall consider necessary, on the basis of actuarial calculations and recommendation, to fund the benefits of the Plan in accordance with law.

* * * * *

3.5 A Participant may elect to withdraw his voluntary contributions plus Credited Interest at any time by written request to his Pension Representative. Upon such withdrawal, a Participant who has not fulfilled the vesting requirements of Section 6.4 shall forfeit all Contributory Benefits under the Plan. Upon such withdrawal, the accrued benefit of any Participant who has fulfilled such vesting requirements shall be actuarially reduced by the amount of such withdrawal. A Participant having made such a withdrawal may, at any time prior to his termination of employment with the Affiliated Company repay to the Plan the amount of any such withdrawal or withdrawals together with Credited Interest from the date of such withdrawal or withdrawals to the date of repayment, in which event all accrued benefits forfeited by reason of such withdrawal or withdrawals shall be restored to such Participant.

ARTICLE IV

Retirement Benefit

4.1 Annual retirement income benefits provided by this Section 4.1 are provided on the basis of monthly payments continuing for the life of the Participant with five years of payments guaranteed. Where benefits take another form, as in the case of a married Participant or a Participant electing an optional form of benefits, the actual amount of the monthly payment will differ from that determined under this Section 4.1.

(a) For each Year (adjusted for completed Months in the case of service prior to February 5, 1976 and any short Plan Year) of Service completed subsequent to February 5, 1972 while a Participant in this Plan, a Participant shall be credited with an annual retirement income commencing at Normal Retirement Date equal to 1-1/4% of the first \$6,000 of his Annual Earnings plus, if he makes the permitted contributions as set forth in Section 3.1 hereof, 1-3/4% of the next \$14,000 of his Annual Earnings and 1-1/4% of his Annual Earnings in excess of \$20,000.

* * * * *

4.2 Except as herein provided, a Participant shall retire on his Normal Retirement Date. The retirement benefits herein provided shall be paid to the Pensioners Beneficiaries or Contingent Survivors out of the Plan Assets by the Insurance Company pursuant to the Contract or by the Trustee pursuant to the trust agreement. Upon retirement, a Participant shall receive a certificate stating the total benefits to be paid to him and benefits.

if any, to be paid to a Beneficiary or Contingent Survivor.

4.3 A Participant may retire as of an Early Retirement Date, if he has completed at least two years of Continuous Service by such Date, and may elect to have retirement income payments begin on his Early Retirement Date. In such event, retirement income shall be equal to the retirement income the Participant has accrued as of his Early Retirement Date under Section 4.1, reduced by five-twelfths of 1% for each month by which the Participant's Early Retirement Date precedes his Normal Retirement Date. At the timely request of such Participant, prior to his elected Early Retirement Date, payments hereunder may be increased in the period prior to his attainment of age sixty-two and reduced thereafter so that the monthly payment hereunder before attainment of age sixty-two shall approximately equal to the total of (a) the reduced monthly payments after attainment of age sixty-two and (b) the monthly Primary Social Security benefits to which such Participant will become entitled upon attainment of age sixty-two (62). With the consent of his Pension Representative, a Participant by written notice received by the Pension Representative at least one month but not more than twelve months before his Early Retirement Date may elect one of the three forms of retirement income as provided in Section 4.10 to be effective on his Early Retirement Date.

4.4 With the permission of the Affiliated Company concerned, acting through its Board of Directors or in such other manner as may from time to time be determined by such Board of Directors, a Participant may postpone

his retirement date and remain in the employ of the Affiliated Company concerned after his Normal Retirement Date. During the continuance of his Service after Normal Retirement Date, such Participant shall continue in all respects as a Participant, accruing benefits under the Plan in accordance with its terms until his actual retirement.

4.5 Retirement income shall be payable in monthly amounts, each being 1/12 of the annual amount as herein provided, for the remaining lifetime of the Pensioner. The first payment shall be paid, on that first day of a month which is the Actual Retirement Date of the Pensioner, and the monthly payments shall be on the first day of each month thereafter. No such payment to a Pensioner shall be made after his death; and if a Pensioner dies on the first day of a month, the payment due on such day shall be paid to the Beneficiary of the Pensioner.

4.6 The amount of benefits to which a Participant is entitled under the Plan upon his retirement is stated in Section 4.1 as a life annuity with five years' payments guaranteed. The amount of benefits payable to a Pensioner, Surviving Spouse, Contingent Survivor or Beneficiary shall in each case be computed as the product of (a) the benefit determined under Section 4.1 multiplied by (b) the actuarial factor or factors, based on the reasonable actuarial assumptions of the Plan, appropriate for the applicable form of benefit. The benefit provided to a Participant shall, at his Early Retirement Date, be the actuarial equivalent of the benefit to which he is entitled under Section 4.1. The benefit provided to a Par-

ticipant shall, at his Postponed Retirement Date, be the benefit to which he is entitled under Section 4.1 determined to the date of his Actual Retirement without further adjustment on account of the deferral of benefits earned to his Normal Retirement Date.

4.7 (a) If, as of his Actual Retirement Date, the Participant has a spouse, unless such Participant elects as herein provided to receive his benefits in some other form, his retirement income shall be paid to him during his lifetime, and if such spouse survives him shall, following his death continue to be paid to such spouse during the time she survives such Participant at 50% of the amount payable during the life of the Participant.

(b) If a Participant, who had not elected to take his retirement benefits in some other form and who continued in the service of any Affiliated Company after his Normal Retirement Date, should die before his Actual Retirement Date it shall be assumed that he had elected to retire as of the day preceding his death and the survivors' annuity provided in subsection (a) of this Section 4.7 shall be payable for the lifetime of his surviving spouse subject to the other provisions of this Section.

(c) If a Participant who has a spouse elects as herein provided not to take his retirement benefits in the form provided in (a) above, his retirement benefits will be paid in the form provided in Section 4.8 unless such Participant elects an optional form under Section 4.10.

4.8 If, as of his Actual Retirement Date, the Participant has no spouse, unless such Participant elects as herein provided to receive his benefits in some other form,

his retirement annuity shall be paid in the form of monthly payments for the life of the Participant with five years' payments guaranteed.

4.09 Prior to a Participant's Normal Retirement Date, or his anticipated actual retirement, the Pension Representative shall furnish to him a written description of the amount and form of the retirement benefits to which he is entitled under the Plan and a written notification of his right to elect to take a different form of benefit. Such notification shall provide such Participant a reasonable period of time in which to make any permissible election and inform him of the availability of a written explanation of the terms and conditions of the various other forms of benefit and the financial effect on his retirement income of any election he might be considering. All elections and revocations of elections hereunder shall be in writing on forms to be prescribed by the Pension Representative.

The period for an election by a Participant must be of reasonable duration (not less than 90 days prior to his actual retirement unless the Pension Representative has less notice of a Participant's anticipated actual retirement), the actual election period to be established by the Pension Committee. The description and notification must be given to the Participant prior to or within a reasonable period of time after the commencement of the election period, and any written explanation requested by the Participant must be given within a reasonable period of time after the request. Any election hereunder may be revoked and another election made within the election

period subject to Pension Representative consent in the case of optional forms of benefit provided in Section 4.10.

4.10 In lieu of the normal form of retirement income benefits payable following Actual Retirement Date and the post retirement death benefit payable in accordance with Article V, a Participant may, with the approval of the Pension Representative, elect one of the following three optional forms of retirement income, of actuarially equivalent value to be effective as of his Actual Retirement Date.

OPTION A. An actuarially reduced amount of retirement income payable for the life of the Pensioner, and after his death, either 100%, 66-2/3% or 50% of such actuarially reduced amount, payable to the Contingent Survivor during his lifetime.

* * * *

OPTION B. An actuarially reduced amount of retirement income payable for the life of the Pensioner, with, provided the Pensioner dies before receiving ten years' payments (120 payments if benefits are payable monthly), payments continuing after his death until an aggregate of ten years' payments have been made either to the Pensioner or the Beneficiary named by him to receive such payments after his death.

* * * *

OPTION C. An actuarially increased amount of retirement income payable only for the life of the Pensioner with no further payments after such Pensioner's death.

An election of any option, when accepted by the Pension Representative cannot be modified or rescinded without his consent, but subject to such consent the right is reserved to the Participant to modify or rescind the election at any time without the consent of the Contingent Survivor or Beneficiary. If the death of the Participant occurs prior to the date on which the option is to become effective, the option shall be inoperative and the only benefits payable shall be those provided in Sections 5.1 and 5.4.

* * * *

4.13 If any Participant who has been credited under the provisions of Section 4.1 with retirement income under the contributory portion of the Plan withdraws his contributions and credited interest from the Plan at any time as a result of termination of his employment by the Affiliated Companies,

(a) if such Participant then has less than ten Years of Service, his retirement income shall then consist solely of the accrued benefits under the non-contributory portion of the Plan as provided under Section 4.1; or

(b) if such Participant then has ten or more Years of Service, his retirement income shall then be actuarially reduced in value by the amount of such withdrawal; and in either event

(c) the amount of any accrued benefit relinquished by a Participant by reason of withdrawal of his contributions plus credited interest shall be restored to such Participant forthwith upon his repayment to the Plan of the full amount of such withdrawal plus interest at the same rate as provided in the case of Credited Interest hereunder. Such re-

payment may be made at any time within the two years following resumption by the Participant of active employment by the Affiliated Companies.

4.14 If any benefits payable under the Plan will, if paid in monthly payments, amount to less than \$25 per month, such benefits may, on written direction of the Pension Representative, be paid in less frequent installments or in a lump sum of equivalent actuarial value.

4.15 In pursuance of the limitations on benefits provided by Section 415 of the Internal Revenue Code of 1954, the projected annual retirement benefits attributable to contributions by the Affiliated Companies, expressed as a straight life annuity for the life of the Participant without any number of installments certain, may not at any time exceed the lesser of

(a) \$75,000 and

(b) 100% of the average of such Participant's Annual Earnings for those three consecutive years of his service in which such Annual Earnings were the greatest, or \$10,000 if greater than such average Annual Earnings. The above stated sum of \$75,000 and, in the case of a Pensioner, his average Annual Earnings, shall be adjusted annually, in accordance with U.S. Treasury Department regulations, for increases in the cost of living. If the Participant has less than ten (10) Years of Service at retirement, the applicable maximum shall be multiplied by a fraction, of which the numerator is his Service and the denominator is ten.

The foregoing limitation shall be applied during each calendar year, on the assumption that the Participant continues in the employ of the Affiliated Companies until his Normal Retirement Date, that his Annual Earnings

continue until his Normal Retirement Date at the same rate as in such calendar year, and that all other relevant factors used to determine benefits under the Plan remain constant as of such calendar year for all future years.

4.16 If a Participant under the Plan participates in any other defined benefit pension plan maintained by the Affiliated Companies which is a qualified plan under Section 401(a) or Section 404(a)(2) of the 1954 Internal Revenue Code, then the limit determined above shall be reduced by any pension benefit to which he is entitled under such other plan.

4.17 If a Participant under the Plan participates in a defined contribution plan maintained by the Affiliated Companies which is a qualified plan under Section 401(a) or Section 404(a)(2) of the 1954 Internal Revenue Code, then in lieu of the limitations in Sections 4.15 and 4.16 the sum of the fractions described below shall not in the case of such Participant in any calendar year exceed 1.4.

(a) In the case of the plan which is a defined contribution plan, the numerator of the fraction shall be the annual additions to such Participant's account for such year, and the denominator shall be the sum of the maximum amount of annual additions which could have been made to such Participant's account for such year and each prior year.

(b) In the case of the plan which is a defined benefit plan, the numerator of the fraction shall be the projected annual benefit at normal retirement age expressed as a straight life annuity without ancillary benefits of such participant under that plan (determined as of the end of such year) and the denominator of which is the lesser of (i) \$75,000 and (ii) such Participant's average rate of annual Compensation for those three consecutive calendar years while a Participant in

which his Compensation was the greatest. If such Participant has less than ten (10) Years of Service, the denominator of this fraction shall be reduced by one-tenth for each full Year of Service less than ten (10).

The amount of \$75,000 contained in this Section 4.17 is subject to increase in accordance with regulations of the Secretary of the Treasury to reflect increases in the cost of living. Furthermore, all of the provisions of Sections 4.15, 4.16 and 4.17 shall be interpreted and applied in accordance with Section 415 of the Internal Revenue Code and Regulations thereunder.

4.18 Payment of retirement income benefits to a Participant shall begin not later than 60 days after the end of the plan year in which occurs the latest of the following events:

- (a) the attainment by the Participant of age 65,
- (b) the 10th anniversary of the Participant's becoming a Participant, or
- (c) the date of the Participant's termination of employment by the Affiliated Companies.

If the amount of the payment required to commence on the date above specified cannot be ascertained by such date, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained under the Plan.

ARTICLE V

Death Benefits

5.1 In the event of the death of a Participant prior to his Actual Retirement Date, his Beneficiary will receive

a refund of his contributions, if any, with Credited Interest thereon.

5.2 If a Pensioner should die before he receives five years of retirement income payments (60 payments in the case of monthly benefit payments) and if his surviving spouse, if any, is not entitled to benefits under Section 4.7, and if an election of an option set forth in Section 4.10 of this Plan is not in effect with respect to such Pensioner, then his monthly retirement income payments shall be continued to his Beneficiary until a total of five years of such payments (60 payments in the case of monthly benefit payments) have been made to the Pensioner and his Beneficiary. If any of such five years' payments remain unpaid after the death of both the Pensioner and his Beneficiary, the commuted value of such payments remaining unpaid shall be paid to the estate of the last to die.

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5.4 In addition to any death benefits provided in accordance with the preceding sections of Article V, a qualified Participant's surviving spouse shall be eligible for a Surviving Spouse's Benefit commencing on the first of the month next following the date of the Participant's death. A Participant shall be qualified if he met all of the following requirements on the date of his death:

- (a) He was actively employed by an Affiliated Company on the date of his death, or was a Disabled Participant under Section 7.1;
- (b) He had attained the age of 40 years and completed at least 15 Years of Service; or

He had attained the age of 45 years and completed at least 10 Years of Service; or

He had attained the age of 40 or more years, and had completed 10 or more Years of Service, which age and Years of Service taken together add up to 55 or more.

(c) He had been married to his spouse for at least one year;

(d) He had not reached his Actual Retirement Date.

The monthly amount of the Surviving Spouse's Benefit payable to an eligible widow or widower shall be equal to one-half of the monthly amount of retirement income to which the Participant would have been entitled had he retired on the day before his death without having elected to take his retirement benefit in a form other than that provided in Section 4.7, or \$25.00 if greater; provided, however, that in the case of a transferred Employee under Section 15.7 whose surviving spouse is eligible for a Surviving Spouse's Benefits under the Corbett Enterprises, Inc. Retirement Plan for Sales, Administrative and Clerical Employees, such Surviving Spouse's Benefits under that Plan shall be aggregated with such benefit payable under the Plan and the minimum Surviving Spouse's Benefit shall be payable only to the extent required to raise the aggregate Surviving Spouse's Benefit to \$25.00 per month. Such Surviving Spouse's Benefit shall be payable monthly to such surviving spouse with the final monthly payment made on the first day of the month immediately preceding or coinciding with the date of his or her death.

ARTICLE VI

Rights of Participants on Termination of Employment Prior to Retirement Date

6.1 A Participant who terminates employment with the Affiliated Companies prior to retirement may re-

quest the return of his contributions, if any, made under the Plan plus Credited Interest thereon. In addition, a Participant who has fulfilled the vesting requirements of Section 6.4 shall be entitled to receive benefits provided under Section 6.3.

6.2 A Participant who does not elect to withdraw his contributions plus Credited Interest under Section 6.1 and who has fulfilled the vesting requirements of Section 6.4 at the time his employment is terminated, shall be entitled to retirement income commencing on his Normal Retirement Date, equal to his retirement benefits accrued to the date of termination of his employment. A Participant who does not elect to withdraw his contributions plus Credited Interest and who has not fulfilled the vesting requirements of Section 6.4 shall be entitled to retirement income at Normal Retirement Date equal in value to the amount of his contributions plus Credited Interest to that Date. A Participant whose employment is terminated may elect to have such retirement income paid in accordance with the terms of Section 4.3 of this Plan commencing on his Early Retirement Date by written notice to the Pension Representative received at least 30 days and no more than 12 months before his Early Retirement Date. If such Participant dies prior to the commencement of monthly retirement income payments to him, then the only right of such Participant and his Beneficiary shall be the right to receive the return of the Participant's contributions to the Plan, if any, plus Credited Interest.

6.3 A Participant who does elect to withdraw his contributions plus Credited Interest under Section 6.1,

but who has fulfilled the vesting requirements of Section 6.4 at the time his employment is terminated, shall be entitled to retirement income, commencing on his Normal Retirement Date, limited to retirement income determined under Section 4.1 up to the date of termination of his employment, actuarially reduced in value by the amount of his contributions plus Credited Interest which has been paid to him. Such former Participant may elect to receive the foregoing benefits commencing on his Early Retirement Date, reduced actuarially as provided in Section 4.3, by a written notice to the Pension Representative received at least 30 days and no more than 12 months before his Early Retirement Date.

6.4 Each Participant shall have fulfilled the vesting requirements for all accrued benefits (a) upon completion of ten Years of Service, (b) upon attainment of age 55 and completion of two Years of Service, or (c) at his Normal Retirement Date or prior attainment of age 65.

6.5 Notwithstanding anything in this Article VI to the contrary, each Participant whose benefits under the Corbett Poultry Products Corporation Employees' Retirement Plan for Certain Acquired Companies were fully vested under such Plan prior to the transfer of that Participant to this Plan but which were not distributed, shall be entitled to receive such fully vested benefits under the terms of this Plan at the time and in the manner provided under the provisions of this Plan.

6.6 A Participant who terminates employment with the Affiliated Companies and withdraws his contributions may at any time before he incurs a Break in Service, repay the amount of contributions so paid to him together with

credited interest in which case he shall forfeit none of his accrued benefit as a result of such withdrawal. A Participant who has satisfied the vesting requirements of Section 6.4, who terminates employment with the Affiliated Companies and who withdraws his contributions made under the Plan plus Credited Interest, may at any time following his resumption of participation under the Plan repay the amount of his contribution so withdrawn plus Credited Interest to the date of such repayment in which case the accrued benefits forfeited by him by reason of such withdrawal shall be restored to him.

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ARTICLE VIII

Funding

8.1 The Affiliated Companies will fund their liabilities under this Plan through either group annuity or investment only contracts with one or more Insurance Companies or one or more Trust Funds administered by one or more Trustees pursuant to separate trust agreements entered into with such Trustee or Trustees or both. The Pension Committee shall have full power and authority to determine from time to time the amounts of contributions made on behalf of the Affiliated Companies to be paid to any Trustee or any Insurance Company.

8.2 Any actuarial gain arising from forfeitures shall be applied to reduce Affiliated Company contributions in future years.

8.3 The Plan Assets shall not, prior to full satisfaction of all liabilities under the Plan, be used for any pur-

poses whatsoever other than for the exclusive benefit of the Participants, Pensioners or Beneficiaries or to meet the necessary expenses of the Plan.

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ARTICLE XI

Rights of Affiliated Companies to Terminate or Discontinue

11.1 It is the expectation of the Affiliated Companies that they will continue this Plan and the payment of their contributions hereunder indefinitely, but continuance of this Plan is not assumed as a contractual obligation of the Affiliated Companies; and the right is reserved by each of the Affiliated Companies to terminate this Plan with respect to its employees or to discontinue its contributions hereunder at any time by action of its Board of Directors, notice of which shall be delivered to the Trustee and Insurance Company.

11.2 In the event of termination of the Plan with respect to the employees of an Affiliated Company, or partial termination by such Affiliated Company of the Plan with respect to a group of its employees, or discontinuance by such Affiliated Company of its contributions to the Plan, the accrued benefits of the Participants with respect to whom such termination or discontinuance is effective shall, to the extent funded, become wholly vested and non-forfeitable as of the effective date of such termination or discontinuance. Upon such termination or discontinuance the proportionate interest of the Participants, Pensioners, Beneficiaries and Contingent Survivors affected thereby (such affected persons being hereafter in this Article XI

collectively called "Participants") in the Plan Assets shall be allocated and segregated and thereafter held exclusively for the purpose of providing the benefits of the Plan to such Participants. The determination of such proportionate interest shall be made on the basis of the contributions theretofore made by such Participants and such Affiliated Company, the provisions of this Article and the requirements of applicable law and regulations thereunder. The Plan Assets so allocated and segregated shall thereafter be applied to provide benefits on behalf of such Participants in accordance with Section 11.5 following.

11.3 Upon such termination of the Plan, the assets so allocated and segregated shall be applied (after provision is made for expenses, if any, to provide to the affected Participants retirement income benefits in the following order of priorities, subject to Section 11.4 following:

First, there shall be allocated an amount necessary to provide retirement income benefits for Participants, who, three years prior to the Plan Termination Date, were either receiving retirement income, or would have been eligible to receive retirement income had they or the Employee from whom their rights derive then retired. (For this purpose "retirement income benefits" means retirement income determined for the person entitled thereto in accordance with provisions of the Plan in effect five years prior to the Plan Termination Date.)

Second, there shall be allocated an amount necessary to provide all other retirement income benefits guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974, determined in accordance with Section 4044 thereof.

Third, there shall be allocated an amount necessary to provide all other retirement income benefits not guaranteed by the Pension Benefit Guaranty Cor-

poration which vest in each Participant as provided in the Plan, assuming that the Plan Termination Date is his Termination of Employment date.

Fourth, there shall be allocated an amount necessary to provide all other retirement income benefits accrued by Participants as of the Plan Termination Date but not then vested as provided in the Plan.

After the Plan Assets have been withdrawn, allocated and expended in accordance with the preceding terms of this Section 11.3, any amount remaining in the Fund will be returned to the Affiliated Company so terminating the Plan as to its employees.

Notwithstanding the foregoing provisions, the amount of any retirement income benefits otherwise to be provided in accordance with this section will be restricted in accordance with Article XIV of the Plan to any extent required.

The amount necessary to provide the retirement income benefits specified in each of the above categories shall be determined in accordance with annuity purchase rate assumptions recommended by the Actuary in accordance with applicable governmental regulations.

If the assets of the Plan applicable to any of the above categories are insufficient to provide full benefits for all persons in such group, the benefits otherwise payable to such persons shall be reduced proportionately. The allocation of the assets of the Plan shall be calculated in accordance with the above priority categories. No liquidation of assets and payment of benefits (or provision therefor) shall actually be made by the Trustee or Insurance Company until after it is advised by the Pension Committee in writing that applicable requirements, if any, of Federal law governing termination of the Plan have been, or

are being, complied with or that appropriate authorizations, waivers, exemptions or variances have been, or are being, obtained.

11.4 Anything to the contrary notwithstanding, upon termination or partial termination of the Plan, the Plan Assets which are attributable to Participant contributions and Credited Interest shall be set aside from the proportionate interest of the affected Participants in the Plan Assets allocated and segregated for them pursuant to Section 11.2, prior to the allocation of Plan Assets pursuant to Section 11.3. Such Plan Assets so set aside shall be allocated to the affected Participants in accordance with the following conditions: Each Participant shall be entitled to the value of his Participant contributions plus Credited Interest, which have not previously been applied on his behalf, as of the date of Plan termination or partial termination. Such amount shall, however, be applied to the extent possible to reduce the assets, which would otherwise be required to purchase such Participant's retirement income pursuant to the terms of Section 11.3. If the value of a Participant's contributions plus credited Interest, which have not previously been applied on his behalf, exceed the assets required to purchase retirement income on such Participant's behalf pursuant to Section 11.3, such excess shall be distributed to the Participant.

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ARTICLE XII

Termination of Plan

12.1 This Plan shall terminate on the happening of any of the following events:

(a) The date on which Corbett Enterprises, Inc. is legally adjudicated as bankrupt, or effects a general assignment to or for the benefit of its creditors,

(b) The date on which an Affiliated Company, other than Corbett Enterprises, Inc., is legally adjudicated a bankrupt or effects a general assignment for the benefit of its creditors, but only as to the Employees of such Affiliated Company,

(c) The date specified for termination of the Plan by any Affiliated Company with respect to its Employees, as prescribed in Section 11.1.

(d) As to any Affiliated Company other than Corbett Enterprises, Inc., the date as of which the stock ownership by another Affiliated Company ceases to be at least the percentage set forth in Section 1.3. In such cases the funds allocable to the former subsidiary shall be determined by the actuary and then be distributed to the Beneficiaries, Pensioners, and Participants of the former subsidiary in accordance with Sections 11.2, 11.3 and 11.4 or in such other manner as may be acceptable to the Pension Committee, the former subsidiary, and the Internal Revenue Service.

12.2 In the event of termination of the Plan as to Employees of all or some of the Affiliated Companies as specified in Section 12.1, all Participants benefits shall, to the extent funded, become wholly vested and nonforfeitable, the Plan Assets shall be allocated and segregated among the respective Affiliated Companies' Plan Participants and such Assets shall thereupon be applied to provide benefits all as set forth in Sections 11.2, 11.3 and 11.4.

12.3 Notwithstanding any provisions of this Plan to the contrary, upon termination of the Plan, but only after all liabilities under the Plan shall have been satisfied, the Affiliated Companies shall be entitled to any balance of the net assets of the Trust Fund and/or the Insurance Company contract which shall remain by reason of erroneous actuarial computation during the life of this Plan.

ARTICLE XIII

Amendment of Plan

13.1 Except as herein limited, the Board of Directors shall have the right to amend this Plan at any time to any extent that they may deem advisable. Such amendment shall be stated in an instrument in writing, executed by Corbett Enterprises, Inc. Upon delivery of such instrument to the Trustee or Insurance Company, this Plan shall be deemed to have been amended in the manner therein set forth, and all Participants, Pensioners, Beneficiaries and Contingent Survivors shall be bound thereby, provided, however:

(a) That no amendment shall increase the duties or liabilities of the Pension Committee without the written consent of its members;

(b) That no amendment of the Plan shall be added to the contract without the written consent of the Insurance Company;

(c) That no amendment shall increase the duties and responsibilities of the Trustee without its written consent;

(d) That no amendment shall have the effect of vesting in any or all of the Affiliated Companies any interest in or control over any part of the Plan Assets

prior to termination of the Plan and complete satisfaction of all liabilities under the Plan;

(e) That no amendment shall have any retroactive effect so as to deprive any Participant of any benefit already accrued without his written consent; provided, however, that any amendment may be made retroactively which is necessary to bring this Plan into conformity with governmental regulations or in order to qualify, or continue the qualification of, this Plan and the Trust Fund for tax exemptions or the contributions of the Affiliated Companies to the Fund for a deduction for tax purposes, or which does not decrease the benefits of the participants.

* * * * *

IN WITNESS WHEREOF, the Affiliated Companies have caused these presents to be executed by duly authorized officers of Corbett Enterprises, Inc. and its corporate seal to be hereunto affixed as of the day and year first above written.

[signatures omitted in printing]

APPENDIX A TO PRODUCTION PLAN

AFFILIATED COMPANIES IN ACCORDANCE WITH SECTION 1.2 OF SUCH PLAN

Chesapeake Foods, Inc.
Chesapeake Growers, Inc.
Fort Halifax Packing Company
Fort Halifax Poultry Company
McElrath Poultry Company

EFFECTIVE ON AND AFTER JANUARY 1,
1973, THE FOLLOWING ADDITIONAL
AFFILIATED COMPANIES:

Bronson Farms, Inc.
Corbett Brothers

EFFECTIVE ON AND AFTER JANUARY 1,
1974, THE FOLLOWING ADDITIONAL
AFFILIATED COMPANIES:

Arpac Poultry, Inc.
Arpac, Inc.
National Egg Products Corporation
Eggland, Inc.
Farm Fresh Eggs, Inc.

EFFECTIVE ON AND AFTER FEBRUARY 24,
1974, THE FOLLOWING ADDITIONAL
AFFILIATED COMPANY:

McElrath Farms, Inc.

EFFECTIVE ON AND AFTER JANUARY 1,
1975, THE FOLLOWING ADDITIONAL
AFFILIATED COMPANY:

Ceres Supply Company

[Exhibits III-VI to the
Stipulation have been omitted
from the Appendix but may be found in the record]
